Certified Translation

NIGLAGLIONI + FERRAIOULI

[STAMPED:JUL 20 2007]

antonio@nf-legal.com [Marked Exhibit 14]

July 18, 2007

BY REGULAR MAIL
BY TELEFAX NO. (787) 641-4544 &
BY ELECTRONIC MAIL
(sofia.esteves@indianowilliams.com)

American Waste Management & Recycling, LLC
c/o Ada. S. Esteves, Esq.
207 Calle Del Parque
Tercer Piso
San Juan, PUerto Rico 00912

Re: Breach of Contract by American Waste Management & Recycling, LLC

Dear Ada Sofia:

As you will recall, on this past July 5 as counsel for Canopy Ecoterra Corporation (Ecoterra) we wrote your clients Amercian Waste Management & Recycling, LLC (AWMR). In said latter we advised AWMR of the need for Ecoterra to terminate the contract between the parties because of the numerous instances of breach of contract by AWMR. At this time, however, there are certain pending matters that need to be addressed within the framework that the contractual relationship has been terminated because of AWMR's breach thereof.

In view of this situation, we are hereby providing you with Ecoterra's final notice to conclude all pending matters with AWMR and propose the following:

- that CEMEX, AWMR & Ecoterra perform an inventory of the equipment in its facilities.
- that AWMR, once the inventory has been completed and confirmed by all of the parties, may remove such from CEMEX facilities
- that AWMR may remove property of third parties currently leased by AWMR as well as any equipment owned by AWMR such as a sky track, blowtorches or similar material.
- that with regard to the eight (8) shipping containers, these may be removed, so that AWMR can mitigate the self-inflicted damage that is the result of its continued breach of contract. However, the shipping containers may not be removed with their contents because of AWMR's breach of contract. In this manner, AWMR may remove the containers and deliver them to the shipping company so that [AWMR] will not incur further penalties resulting from AWMR's extremely poor work in the removal of ferrous and non-ferrous metals.

I, Juan E. Segarra, USCCI/Translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

Dockets.Justia.com

Certified Translation

NIGLAGLIONI + FERRAIOULI

American Waste Management & Recycling, LLC
Page 3 [sic]
July 18, 2007

- With regard to the material inside the containers, we propose that it should be consigned to a third party agreed to by AWMR, CEMEX and Ecoterra.

In any case, and as previously advised, our client is willing to explore the possibility of authorizing the removal of only the ferrous materials (iron and steel), subject to payment of the AWMR debt and the signing of a general release and waiver of any such claim to which AWMR may erroneously believe it is entitled. This would entail the payment of all sums owed by AWMR to Ecoterra, the deposit of $23,000 being accredited, and for the acquisition of the three 20-foot containers ($1,500), one Crown Victoria vehicle ($1,600) and a GMC van ($1,600). This is being done with a view to avoid unnecessary litigation. Now then, the authorization to extract must not include stainless steel, copper and/or aluminum. In this way, selectivity of materials incurred by AWMR which constitutes a breach of the contract with CEMEX is prevented.

We would appreciate your advising us of your client's decision on this matter. Given that time is of the essence, as AWMR's equipment makes it difficult to carry out any work, for both Ecoterra and CEMEX it is important to have your client's response without further delay. Therefore, we would like to have this response by this Friday, July 20, during business hours.

Please do not hesitate to contact me. There being no further matters to discuss, we would like to convey our best regards.

Very truly yours,
(signed)
Antonio Valiente

cc: Canopy Ecoterra Corp.
Pablo Colon-Santiago, Esq.
Rafael Mullet. Esq. (rem@tcmrslaw.com)

I, Juan E. Segarra, USCCI/Translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.